

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Agreement title	Fleurieu Regional Waste Authority Enterprise Agreement 2022
Employer	Fleurieu Regional Waste Authority
Case number	ET-22-03146

Orders - Approval of Enterprise Agreement Fleurieu Regional Waste Authority Enterprise Agreement 2022

I HEREBY APPROVE this Enterprise Agreement pursuant to section 79 of the *Fair Work Act 1994*.

This Agreement shall come into force on and from 16 August 2022 and have a nominal life extending until 1 January 2025.

A handwritten signature in blue ink, appearing to read 'A. Cairney', is positioned above the Commissioner's name.

Commissioner Cairney

16 Aug 2022

DOC_BUILDER_ENTERPRISE_AGREEMENTS



FLEURIEU REGIONAL WASTE AUTHORITY

ENTERPRISE AGREEMENT

2022

INDEX

PART 1: AGREEMENT ADMINISTRATION	2
1.1 APPLICATION OF THE AGREEMENT	2
1.2 DEFINITIONS AND INTERPRETATION	2
1.3 COMMENCEMENT AND DURATION OF THE AGREEMENT	2
1.4 INTENT AND OBJECTIVES	3
1.5 CONDITIONS OF EMPLOYMENT AND INTERACTION WITH OTHER INSTRUMENTS	3
1.6 NO EXTRA CLAIMS	3
1.7 EMPLOYEE PROTECTION	4
1.8 VALIDITY OF THIS AGREEMENT	4
1.9 RESOLVING WORKPLACE DISPUTES	4
1.10 CONSULTATION	4
PART 2: OBLIGATIONS AND RESPONSIBILITIES	6
2.1 EMPLOYER / EMPLOYEE OBLIGATIONS	6
2.2 DECLARATIONS TO THE EMPLOYER	7
2.3 CLASSIFICATION AND WORK REQUIREMENTS	7
2.4 QUALIFICATIONS AND LICENCES	7
2.5 TRAINING	8
2.6 WORKPLACE HEALTH AND SAFETY AND INJURY MANAGEMENT	8
2.7 EMPLOYEE RELATIONS	8
2.8 MULTIPLE WORK SITES	8
2.9 BEST PRACTICE	9
PART 3: CATEGORIES OF EMPLOYMENT	9
3.1 EMPLOYMENT CATEGORIES	9
3.2 FIXED-TERM CONTRACT EMPLOYMENT	10
3.3 PROBATION PERIOD	10
PART 4: HOURS OF WORK	11
4.1 APPLICATION OF PART 4	11
4.2 ORDINARY HOURS OF WORK	11
4.3 OVERTIME	12
PART 5: REMUNERATION	13
5.1 RATE OF PAY	13
5.2 WAGE INCREASES	13
5.3 ALLOWANCES	13
5.4 SUPERANNUATION	13
5.5 SALARY SACRIFICE	14
5.6 INCOME PROTECTION	14
5.7 OVERPAYMENT	14
5.8 UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT (PPE)	14
PART 6: LEAVE	15
6.1 ANNUAL LEAVE	15
6.2 PERSONAL LEAVE	15
6.3 LONG SERVICE LEAVE	17
6.4 EMERGENCY SERVICE LEAVE	17
PART 7: NOTICE OF TERMINATION AND REDUNDANCY PAY	17
7.1 PERFORMANCE MANAGEMENT	17
7.2 TERMINATION OF EMPLOYMENT	17
7.3 NOTICE OF TERMINATION	18
7.4 REDUNDANCY AND EMPLOYMENT SECURITY	18
7.5 RETURN OF PROPERTY	19
SCHEDULE 1 - AWARD ALLOWANCES ABSORBED INTO RATES OF PAY	22
SCHEDULE 2 - CALL OUT AND ON CALL ALLOWANCE	23
SCHEDULE 3 - ORDINARY RATES OF PAY EFFECTIVE FROM 1 JANUARY 2021	1
SCHEDULE 3A - CLASSIFICATION DEFINITIONS	1

PART 1: AGREEMENT ADMINISTRATION

1.1 APPLICATION OF THE AGREEMENT

This Agreement is binding upon:

- 1.1.1 the Employer; and
- 1.1.2 the Employees who are employed pursuant to the Local Government Employees Award ; and
- 1.1.3 the Union.

1.2 DEFINITIONS AND INTERPRETATION

In this Agreement:

- 1.2.1 '**Act**' means the *Fair Work Act 1994 (SA)* as amended from time to time.
- 1.2.2 '**Agreement**' means this Enterprise Agreement.
- 1.2.3 '**Award**' means the Local Government Employees Award (SA).
- 1.2.4 '**Consultation**' means the process which will have regard to Employees' interests in the formulation of plans which have a direct impact upon them. It provides Employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made
- 1.2.5 '**Employees**' means the employees of the Employer performing work as described in the classifications at Schedule 3 and who would otherwise be bound by the Local Government Employees Award.
- 1.2.6 '**Employer**' and '**Authority**' means Fleurieu Regional Waste Authority (FRWA).
- 1.2.7 '**Immediate Family**' has the same meaning as in the Act and includes the Employee's spouse (or de facto spouse), parent, sibling, child, grandparent or grandchild of the Employee and their spouse.
- 1.2.8 '**Manager**' means person appointed in charge of a business unit
- 1.2.9 '**Ordinary Rate of Pay**' means the rate of pay received for working ordinary time hours excluding shift penalties, loadings and allowances (unless defined otherwise in this Agreement).
- 1.2.10 '**SAET**' means the South Australian Employment Tribunal.
- 1.2.11 '**Supervisor**' means person appointed to supervise a work area
- 1.2.12 '**Union**' means the Amalgamated AWU (SA) State Union.
- 1.2.13 '**WRD**' means Waste and Recycling Depot

1.3 COMMENCEMENT AND DURATION OF THE AGREEMENT

- 1.3.1 This Agreement will commence from the date upon which it is approved by the SAET.
- 1.3.2 This Agreement will be renegotiated during the final 6 months of its operation and during the term of this Agreement the Authority undertakes to bargain collectively with its Employees in respect of existing and new Employees whose terms and conditions are covered by the Award.
- 1.3.3 This Agreement will have a nominal expiry date of 1 January 2025. This Agreement will continue to apply after its expiry date until the Agreement is varied, replaced or terminated in accordance with the Act.

1.4 INTENT AND OBJECTIVES

1.4.1 The economic health of the Authority and the wellbeing of all depend on the success of a shared commitment to prepare for the future and a more competitive environment.

1.4.2 The aim of this Agreement is to develop and support a flexible workforce and management structure committed to the continued improvement and success of the Authority and thereupon develop and encourage an 'enterprise culture' whereby the desire to embrace measures aimed at achieving improved productivity will ultimately lead to the success of the enterprise and therefore offer Employees a sustainable level of job security.

1.4.3 The aims and objectives of this Agreement will be achieved by addressing such matters as:

- 1.4.3.1 the removal of artificial demarcations and unreasonably restrictive working and management practices with a view to further on-going harmonious industrial relations;
- 1.4.3.2 improving flexibility in labour supply, without a reduction in current staff levels except in circumstances where natural attrition occurs; any such productivity benefits identified through this process (if any) will be shared between Employees and the Employer; this is to be done by mutual agreement and in writing between the parties;
- 1.4.3.3 reviewing and improving work arrangements;
- 1.4.3.4 developing a high degree of participation, team work, trust and shared commitment to the goals and policies of the Authority and the achievement of real and sustainable improvements in productivity;
- 1.4.3.5 ensuring continued commitment to equal employment opportunity principles;
- 1.4.3.6 ensuring the Authority's continued viability and stability, with all parties striving at all times to do all that is practical and reasonable during the process of structural reform to enhance, improve and sustain the image of the Authority;
- 1.4.3.7 implementing a training and skills improvement program within the Authority for all Employees; such programs will enable Employees to increase their level of individual expertise and in turn improve the excellence of the Authority through the provision of defined career paths and opportunities;
- 1.4.3.8 ensuring that any further flexibility arrangements identified during the life of this Agreement can be trialled through Consultation and agreement of the parties;
- 1.4.3.9 ensuring adherence to the Award, this Agreement and all statutory provisions.

1.5 CONDITIONS OF EMPLOYMENT AND INTERACTION WITH OTHER INSTRUMENTS

- 1.5.1 This Agreement supersedes and replaces all previous collective, certified, enterprise and any other form of registered agreements between the Employer and the Employees.
- 1.5.2 This Agreement is to be read in conjunction with the Local Government Employees Award.
- 1.5.3 To the extent of any inconsistency between a provision of this Agreement and an equivalent clause of the Award, this Agreement will prevail.

1.6 NO EXTRA CLAIMS

Employees and the Union may not pursue any further claims relating to wages or conditions of employment whether dealt with in this Agreement or not, other than as a variation to the Agreement in accordance with the Act.

1.7 EMPLOYEE PROTECTION

This Agreement shall not operate so as to cause any employee to suffer a reduction in remuneration provided by the Employer applicable at the time of signing of the Agreement, or in National Standards such as standard hours of work, annual leave or long service leave, etc.

1.8 VALIDITY OF THIS AGREEMENT

If for any reason a clause in this Agreement is found to be invalid, that finding will not affect the validity and operation of the remaining clauses in this Agreement.

1.9 RESOLVING WORKPLACE DISPUTES

1.9.1 The procedures below are established and agreed to between the parties in order to minimise the effects of industrial disputes and are entered into as a measure and commitment to this effect without limiting the rights of any party.

1.9.2 At all stages of the procedure, the parties to the dispute shall endeavor to resolve the matter promptly, and shall endeavor to have work proceed without stoppage or the imposition of bans, limitations or restrictions (except where justified on the grounds of an imminent risk to workplace health and safety), and no party shall be prejudiced as to the final settlement by the continuance of work in accordance with this clause.

1.9.3 Stage 1

The employee and/or the job representative will contact the Supervisor and attempt to settle the matter at that level, or where appropriate the Supervisor shall contact the employee and/or the job representative.

1.9.4 Stage 2

If the dispute is not settled at Stage 1, the employee and the job representative will meet with the Supervisor and their Manager.

1.9.5 Stage 3

If the dispute is not settled at Stage 2, the employee, job representative, Union Organiser or employee representative will meet with the Supervisor, Manager and Executive Officer.

1.9.6 Stage 4

If the dispute is not settled at Stage 3, either party may refer the matter to the SA Employment Tribunal for conciliation and/or arbitration.

Every effort will be made to ensure that the processes contained in stages 1, 2 and 3 above will be completed within five working days.

1.10 CONSULTATION

1.10.1 General

The Parties agree that the effective operation of this Agreement is dependent on the continuation of the established consultative structures within the workplace. The principle negotiating structure for this Enterprise Bargaining Agreement is the Single Bargaining Unit.

1.10.2 The Single Bargaining Unit shall consist of:

1.10.2.1 Employer representatives employed and/or nominated by the Authority;

- 1.10.2.2 two employee representatives elected by Employees of the Authority;
- 1.10.2.3 the State Secretary of the Union (or nominee), who shall be a permanent member of the Committee.
- 1.10.3 The role of the Single Bargaining Unit shall be:
 - 1.10.3.1 to reach decisions by consensus. All decisions will operate as recommendations;
 - 1.10.3.2 to hear and acknowledge reports and ideas generated by employee and Employer representatives on a range of issues;
 - 1.10.3.3 to provide a forum for information flow between the Employer and Employees;
 - 1.10.3.4 to act as a forum to discuss changes proposed to work practices, workforce size and composition, resource sharing, introduction of new technology and equipment and alternative service delivery;
 - 1.10.3.5 to ensure full, open and honest disclosure of all information relevant to the proposed changes however the Employer is not obliged to disclose any information that is commercial in confidence.
- 1.10.4 Training of the Single Bargaining Unit members is considered essential to ensure optimal outcomes. To this end, the Authority agrees to institute appropriate training (where required) for committee members, in the Employer's time. Further, such training is to be discussed and approved by agreement between the Employer and the Union. Where training occurs outside working hours, the employee will be compensated on a single time overtime basis.

All such training will only be done through mutual consent between the parties.

1.10.5 Change Management

The parties recognise that change is an ongoing feature of the work environment and that appropriate management of change is essential for the benefit of both Employees and the Authority.

For the purposes of the Agreement, change includes but is not limited to any of the following:

- 1.10.5.1 change to work practices;
- 1.10.5.2 introduction of new technology and equipment;
- 1.10.5.3 change in the workforce size and/or structure;
- 1.10.5.4 resource sharing;
- 1.10.5.5 consideration of alternative service delivery;
- 1.10.5.6 permanent change to hours of work.

When a change is proposed, there will be Consultation involving all parties who may be affected by the change. There will be full, open and honest disclosure of all information relevant to the proposed change. The Single Bargaining Unit shall serve as the appropriate consultative forum to deal with any issues associated with the introduction of change.

PART 2: OBLIGATIONS AND RESPONSIBILITIES

2.1 EMPLOYER / EMPLOYEE OBLIGATIONS

The Authority recognises that our most valuable asset lies within our human resources. Our people have a significant influence on the level and quality of service, the economics within which our services are provided and the viability of the organisation now and into the future.

The Authority and its Employees are committed to Equity, Diversity & Inclusion principles in establishing & maintaining practices that ensure fairness & equity for all Employees. All processes implemented in accordance with this Agreement shall comply with the SA Equal Opportunity Act 1984.

In recognition of their value and contribution to the Authority, the following principles of conduct shall be afforded to all Employees.

- 2.1.1 Employment and promotion shall be based on the proper assessment of merit.
- 2.1.2 Power with regard to personnel management shall not be exercised on the basis of nepotism and patronage.
- 2.1.3 Employees shall be treated fairly, consistently and with dignity and shall not be subjected to arbitrary or capricious acts or omissions.
- 2.1.4 There shall be no unlawful discrimination against Employees or persons seeking employment.
- 2.1.5 Employees shall be afforded equal opportunities to secure promotion and advancement in their employment.
- 2.1.6 Employees shall be employed in worthwhile and constructive employment and be afforded proper access to training and development.
- 2.1.7 Employees shall be provided with safe, healthy and satisfying work environments which are free from harassment or intimidation and Employees shall be remunerated at rates commensurate with their responsibilities.

In return the Employees shall comply with the following obligations:

- 2.1.8 The Employees must follow the reasonable directions of the Employer including, but not limited to, a requirement to participate in a workplace investigation.
- 2.1.9 The Employees must perform all work to the best of their ability, skill and competence.
- 2.1.10 The Employees must carry out their work at places reasonably requested by the Employer with the exception of work performed by mainland employees on Kangaroo Island (and vice versa) which is by mutual agreement.
- 2.1.11 The Employees must report to the Employer immediately any breach or suspected breach of Employer policy, practices or procedures or any act of misconduct of which the Employee becomes aware.
- 2.1.12 The Employees must act in a way that generates community trust and confidence in the Authority, and not harm, the Employer's business, interests and reputation.
- 2.1.13 The Employees must attend and remain at their place of work, unless their absence is authorised. An absence from work for a continuous period exceeding three (3) working days without notification to the Employer will be prima facie evidence that an Employee has abandoned employment.
- 2.1.14 The Employees must comply with all reasonable instructions in order to protect both their own health and safety and the health and safety of other Employees and any other person having dealings with the Employer at the workplace.

- 2.1.15 The Employees must refrain from smoking substances at the workplace (including on or in all property and vehicles owned by the Employer).
- 2.1.16 The Employees must refrain from the use and/or possession of illegal drugs whilst on duty or at the workplace. Employees must refrain from the consumption of alcohol or any other substance that may affect an Employee's ability to work whilst on duty or 'on call' as outlined in schedule 2. Employees must inform the Employer prior to commencing work, if they are impaired by drugs (prescribed or non-prescribed), alcohol, or any other substance. Employees must immediately cease work and advise their Supervisor or Manager if they become impaired whilst on duty.
- 2.1.17 If requested by the Employer, Employees must attend a doctor nominated by the Employer at any time for a full medical examination, for a reasonable cause as determined by the Employer. The examination may also include a drug and alcohol test and physical capacity assessment to ensure the employee can meet any inherent requirements of their position. Nothing in this clause removes the Employee's right to also seek treatment from a medical provider of their choosing.
- 2.1.18 The Employees must keep confidential any 'Confidential Information' an Employee becomes aware of through their employment with the Employer. 'Confidential Information' includes all information relating to the Employer's business or operational interests, methodology and affairs, financial information and anything else notified as being confidential.
- 2.1.19 The Employees must respect and value the diversity of the workplace by helping to prevent and eliminate unlawful discrimination, harassment and bullying.
- 2.1.20 The Employees must comply with all applicable work health and safety legislation, industry codes and practices in order to provide a safe workplace.

2.2 DECLARATIONS TO THE EMPLOYER

- 2.2.1 If any Employee wishes to hold a second job with another employer or to be self-employed outside of their work with the Employer, they must declare this to the Employer prior to commencing such work.
- 2.2.2 Employees will not engage in any conduct or activities which are inconsistent with their duties as an employee of the Employer or which conflict or might reasonably be perceived to conflict with the Employer's interests.
- 2.2.3 Employees must declare to the Employer any interest in any business of any kind that may be in competition with the business of the Employer.

2.3 CLASSIFICATION AND WORK REQUIREMENTS

- 2.3.1 Subject to their qualifications, experience and fitness, Employees are required to perform all of the tasks of their position, including those tasks that are incidental to or of a lower classification to the main functions of their position.
- 2.3.2 The allocation of tasks and the location of work will be at the Employer's direction considering operational requirements and the skills and abilities of the employee (s).
- 2.3.3 FRWA Employees may be required to supervise non-Authority Employees such as work for the dole, community service workers and other community or volunteer groups as part of their normal duties.

2.4 QUALIFICATIONS AND LICENCES

- 2.4.1 An Employee may be required as a condition of their employment to hold qualifications or licences. An Employee must notify the Employer immediately if that licence or qualification is suspended or cancelled or they are disqualified from holding or obtaining that licence or qualification.

- 2.4.2 If a fundamental condition of an Employee's employment is to hold a qualification or licence, a loss of that qualification or licence may result in termination of employment. FRWA may consider offering the employee leave without pay or alternative duties, taking into consideration the particular circumstances at the time.
- 2.4.3 If an Employee does not hold the appropriate current qualification or licence, they are strictly forbidden from participating in activities that require that qualification or licence. Such conduct may result in disciplinary action which may include dismissal.

2.5 TRAINING

- 2.5.1 The parties to this Agreement recognise a commitment to training and the development of a multi-skilled workforce. Skill development is essential to increase the productivity and efficiency of the Authority and to enhance the career development of Employees.
- 2.5.2 The parties agree to consider and/or adopt appropriate national standards in the development of training skills programs for Employees. Training is a required part of an Employee's employment.

2.6 WORKPLACE HEALTH AND SAFETY AND INJURY MANAGEMENT

- 2.6.1 The Employer and Employees recognise the importance of an effective workplace health and safety program in providing a safe work environment for all Employees. It is further recognised that improved workplace health and safety will ultimately increase productivity throughout the Authority by reducing the number of incidents/accidents and, therefore, lost time.
- 2.6.2 The Employer and the Union shall give full cooperation to the achievement of high standards of Workplace Health and Safety. In so doing the Employer and Employees will strive to continually improve workplace health and safety performance and provide the highest level of rehabilitation processes for Employees who sustain a work-related injury or illness.
- 2.6.3 The parties recognise safety education and safety programs shall be fundamental in achieving this objective. At all times the Employer and Employees shall comply with all relevant Workplace Health and Safety Guidelines and Safe Work Procedures so as to provide and maintain a safe working environment.

2.7 EMPLOYEE RELATIONS

The parties recognise the need to maintain mutual trust and understanding to promote positive employee relations throughout the organisation.

The Authority and Employees recognise the need for employee commitment to achieve effective improvements in productivity.

2.8 MULTIPLE WORK SITES

To facilitate flexibility in the arrangement of work and to ensure service quality, Employees may be rostered for work at any of the Authority's work sites (other than work performed by mainland employees on Kangaroo Island (and vice versa) which is by mutual agreement.). The parties recognise that significant productivity improvements may be achieved by Employees being able to work at each Authority site and by Employees starting their working hours on site.

In the event that an employee is rostered to commence work at a site other than their regularly rostered work site the employee will receive payment of a kilometre allowance as set out in the Award. This provision will not apply in circumstances where a work vehicle is supplied.

2.9 BEST PRACTICE

The parties agree that best practice is simply the best way of doing things and recognise it is a process of constantly changing to adopt improved methods and technology.

The parties are committed to implementing change (including technological) to improve work processes.

Individual teams shall identify any restrictive work and management practices applicable and seek to minimise and/or eliminate such practices through Consultation and agreement between the Authority and the teams. Where required, either party may refer the matter to be dealt with via the SBU.

Work teams will be encouraged to undertake a pro-active role in work planning with management providing the mechanism for this to occur.

PART 3: CATEGORIES OF EMPLOYMENT

3.1 EMPLOYMENT CATEGORIES

The importance of a flexible workforce enabling the Authority to respond to changing community needs is acknowledged.

It is recognised that the Authority's workforce will need to comprise a mixture of employment categories.

The parties agree that it is important to ensure that job security (important for employee morale and productivity) is balanced against a need for flexibility in employment (critical for the Authority to address changes in operational demands).

Consequently, the following arrangements will be in place for the life of this Agreement:

- 3.1.1 A permanent employee may be employed full time or part time on a regular and ongoing basis.
- 3.1.2 A fixed term employee may be employed full time or part time, but the employment is subject to an end date that is agreed in advance.
- 3.1.3 Fixed term employment will only be offered to new Employees or to casual Employees converting to full time or part time employment, for a period of up to three years.
- 3.1.4 At any point in time, fixed term Employees will not make up more than 30% of all of the Authority's Employees covered by this Agreement.

An Employee shall be appointed by the Employer to one (1) of the following categories of employment:

3.1.5 Full-time Employment

This means an Employee who is required to work 76 ordinary hours a fortnight.

3.1.6 Part-time Employment

- 3.1.6.1 Any employee employed on less than a full-time basis may be engaged as a part-time employee.
- 3.1.6.2 Upon engagement, the Employer and employee shall record in writing the working days and hours which are to constitute the Employees regular rostered hours' arrangement. These hours may be varied by mutual agreement as per clause 3.1.6.3 to suit changing operational requirements.
- 3.1.6.3 Via mutual agreement a part-time employee may work additional ordinary hours without attracting overtime, up to the maximum rostered shift hours per day and not exceeding 76 ordinary hours per fortnight, leave entitlements will accrue on ordinary time worked only.

- 3.1.6.4 All work performed in excess of 76 hours ordinary hours per fortnight to be paid at the appropriate overtime rate.
- 3.1.6.5 By mutual agreement the employee shall be given a minimum of 24 hours' notice wherever possible of the requirement to work additional hours and shall be engaged for no less than one additional hour or in situations where the employee is required to work on an additional day the term of engagement shall be no less than 3 hours.

3.1.7 Casual Employment

- 3.1.7.1 This means an Employee appointed by the Employer to work on a casual basis (as set out in their letter of engagement.). The Employee's hours of work and employment are subject to the Employee's availability to work and the Employer's need for the Employee's services.
- 3.1.7.2 There is no obligation on the Employer to provide the Employee work, regardless of Employee's length of service or regularity of engagement.
- 3.1.7.3 Employment is by the hour and each period of engagement stands alone.
- 3.1.7.4 The minimum engagement for a casual is two consecutive hours on any shift.
- 3.1.7.5 Casual Employees are entitled to a loading of 25% of the permanent Employee Ordinary Rate of Pay.
- 3.1.7.6 A casual Employee is not entitled under this Agreement to any paid leave entitlements (other than long service leave subject to meeting the required eligibility conditions), payment for public holidays not worked, and notice on termination or redundancy pay.
- 3.1.7.7 Employment may be terminated by either party providing one (1) hours' notice. This does not affect the right of the Employer to dismiss the Employee without notice for misconduct or any other lawful cause that justifies summary dismissal, in which case no notice will apply.
- 3.1.7.8 If a casual Employee meets the eligibility requirements in clause 4.2.4.7.1 of the Award, has been engaged for at least one year of continuous service, and is not primarily engaged to backfill a long term absence, the Authority will offer the casual fixed term employment for a minimum of 1 year.

3.2 **FIXED-TERM CONTRACT EMPLOYMENT**

- 3.2.1 An Employee (other than a casual Employee) may be employed by the Employer for a fixed period of time or for a specific project/event of finite duration as determined by and set out in the Employee's letter of offer.
- 3.2.2 In the event that an Employee's fixed-term contract reaches its nominated expiry date the Employee's employment will come to an end automatically and the Employee will not be entitled to notice on termination or redundancy entitlements.
- 3.2.3 Employees are not to be employed on ongoing fixed term contracts to avoid the Employer obligations of no forced redundancies or potential redundancy payments.

3.3 **PROBATION PERIOD**

- 3.3.1 For a permanent or fixed term Employee, the first three (3) months of initial employment will be as a probationary Employee serving a probationary period of employment.
- 3.3.2 If a casual Employee converts to permanent employment or fixed term contract, a period of regular casual employment will count toward the Employee's three month probation period.

- 3.3.3 During the probationary period Employees will be assessed with feedback provided to the employee. If the probationary period needs to be extended beyond 3 months, the employee will be advised in writing of the extension prior to the initial 3 month period ending. If required, the Employer may provide additional induction or training at its discretion.
- 3.3.4 During the probationary period, either the Employer or the Employee may terminate the Employee's employment for any lawful reason (not limited to matters specified in this Agreement) by giving one (1) weeks' notice or payment in lieu, unless the termination is for misconduct that justifies summary dismissal in which case no notice will apply.

PART 4: HOURS OF WORK

4.1 APPLICATION OF PART 4

All Employees

The ordinary hours of work for Employees covered by the Agreement are 38 hours per week or 76 hours per fortnight.

By mutual agreement the ordinary hours of work, within the agreed span of hours, may be changed to meet operational needs regarding special projects, seasonal work, peak work periods, and completion of daily work.

Regular arrangements regarding rostered hours of work must be documented in writing. Employees will not unreasonably withhold any agreement to work flexible hours in accordance with these provisions.

At all times Workplace Health and Safety is not to be compromised due to the lack of daylight or any other reason. The Authority will operate under the philosophy of logical completion of a job with the aim of continuing work where completion is practical on that day.

4.2 ORDINARY HOURS OF WORK

4.2.1 Limit of Ordinary Hours

- 4.2.1.1 An Employee's fortnightly ordinary hours will not exceed 76 hours.
- 4.2.1.2 Ordinary hours will vary depending on the employee's role and are as defined in the Employee's letter of offer and/or employment agreement.

4.2.2 Span of Flexible Hours

The span of flexible hours of work for Employees may be varied by mutual agreement in writing between the Employer and majority of Employees or an individual employee engaged on such work as appropriate.

4.2.2.1 Waste and Recycling Depot Employees

The span of flexible hours of work will be between Wednesday and Tuesday (inclusive) from 6.00am to 6:00pm, working up to 10.5 ordinary hours per day, with overtime penalties applicable as per clause 4.3.1 for work in excess of the maximum ordinary hours on any given day.

Ordinary hours will be worked within a two (2) week cycle. WRDs may be closed on public holidays, and the employees Ordinary Rate of Pay will be paid for these days to rostered Employees. In the event that an employee works on any of these days, then payment will be made in accordance with Clause 7.6 of the Award (Public Holidays).

4.2.2.2 Waste Collection Employees

The span of flexible hours of work will be between Wednesday and Tuesday (inclusive) from 5.00am to 6:00pm, working up to 9.1 ordinary hours per day, with overtime penalties applicable as per clause 4.3.1 for work in excess of the maximum ordinary hours on any given day.

Where work is directed in writing by FRWA to be performed outside of the span of hours above due to genuine WHS or other operational reasons, the penalties from the Award will apply. Where there is mutual agreement in writing for work to be performed outside of the span of hours, no penalties will be payable.

Ordinary hours will be worked within a two (2) week cycle. Collections may not be undertaken on some public holidays and the employees Ordinary Rate of Pay will be paid for these days to rostered Employees. In the event that an employee works on any of these days, then payment will be made in accordance with Clause 7.6 of the Award (Public Holidays). Collections will not occur on Christmas Day in line with the kerbside collection calendar.

4.2.2.3 In-house Transport Employees

The span of flexible hours of work will be between Wednesday and Tuesday (inclusive) from 5.00am to 6:00pm, working up to 9.1 ordinary hours per day, with penalties applicable as per clause 4.3.1

Ordinary hours will be worked within a two (2) week cycle. Work will not be scheduled on public holidays, unless otherwise required for operational reasons and the employees Ordinary Rate of Pay will be paid for these days to the rostered Employees. In the event that an employee works on any of these days, payment will be made in accordance with Clause 7.6 of the Award (Public Holidays).

4.2.2.4 Mechanical Workshop Employees

The span of flexible hours of work will be between Wednesday and Tuesday (inclusive) from 5.00am to 6:00pm, working up to 10.5 ordinary hours per day, with penalties applicable as per clause 4.3.1

Ordinary hours will be worked within a two (2) week cycle. The workshop will be closed on public holidays unless required to meet operational needs and the employees Ordinary Rate of Pay will be paid for these days to rostered Employees. In the event that an employee works on any of these days, then payment will be made in accordance with Clause 7.6 of the Award (Public Holidays).

4.3 OVERTIME

In this clause 'Overtime' means hours that are worked by an Employee either in excess of the limit of hours in clause 4.2.1 or hours worked in excess of the standard rostered daily hours for the role or work location.

4.3.1 Overtime with penalties

Effective from the first full pay period after the date this Agreement is approved by the SAET, hours worked in excess of the standard rostered daily hours of work Monday to Friday, will be paid as follows:

- 4.3.1.1 up to 1.50 hours – Overtime at the Ordinary Rate of Pay (single time);
- 4.3.1.2 1.50 to 3.50 hours – Overtime at one & a half times the Ordinary Rate of Pay;
- 4.3.1.3 over 3.50 hours – Overtime at double the Ordinary Rate of Pay.

For the purpose of this clause, in calculating overtime, each day stands alone.

Where, by mutual agreement, an employee works an additional rostered overtime shift between Monday and Friday, in excess of 76 rostered ordinary hours for the fortnight, a penalty of 20% of the permanent employee Ordinary Rate of Pay will be paid for the duration of the shift in lieu of the penalties in 4.3.1.1 – 4.3.1.3 above.

Overtime worked on weekends and public holidays will be paid at the appropriate penalty rate.

4.3.2 Time Off in Lieu of Overtime

Employees who accrue overtime hours at a single time rate, as per clause 4.3.1.1, may choose to accrue these hours as time off in lieu (TOIL) on a single time basis, as an alternative to payment.

Up to a maximum of 38 hours may be accrued.

Application to take TOIL must be made via the FRWA Application for Leave Form and approved by the employee's Supervisor or Manager.

TOIL accrual balances will be advised to staff each fortnight via their regular payslip.

Any accrued TOIL hours not taken will be paid as overtime hours at a single time rate at the Employee's Ordinary Rate of Pay at the time of termination of employment.

PART 5: REMUNERATION

5.1 RATE OF PAY

- 5.1.1 An Employee's minimum Ordinary Rate of Pay will be the rate prescribed at Schedule 3 for the classification in which the Employee is employed.
- 5.1.2 Wages will be paid fortnightly by electronic funds transfer to an account nominated by the Employee.
- 5.1.3 Employees shall be entitled to an increment increase for service in their respective classification level following completion of every 1,976 actual ordinary hours of work until reaching the maximum increment level as per Schedule 3.

5.2 WAGE INCREASES

- 5.2.1 The rates of pay in Schedule 3 will be adjusted each year by the percentages set out in clause 5.2.2.
- 5.2.2 From the first full pay period commencing on or after 1st January 2021 by 1.50% or the Adelaide CPI figure for September 2020 whichever is greater.
- 5.2.3 From the first full pay period commencing on or after 1st January 2022 by 2.50% or the Adelaide CPI figure for September 2021 whichever is greater.
- 5.2.4 From the first full pay period commencing on or after 1st January 2023 by 2.50% or the Adelaide CPI figure for September 2022 whichever is greater.
- 5.2.5 From the first full pay period commencing on or after 1st January 2024 by 2.50% or the Adelaide CPI figure for September 2023 whichever is greater.

5.3 ALLOWANCES

- 5.3.1 Whether applicable to the work performed by an Employee or not, the allowances specified in Schedule 1 have been included in the rates of pay in Schedule 3 and are not separately payable under this Agreement.
- 5.3.2 In the event that an Employee is required to commence work at a site other than their regular FRWA worksite, the Employee will receive payment of a kilometre allowance as set out in the Award. This provision will not apply in circumstances where a work vehicle is supplied.
- 5.3.3 First Aid Attendant allowance is payable as per Clause 5.3.2.3 of the Award.
- 5.3.4 Meal allowance is payable as per Clause 5.3.5 of the Award.

5.4 SUPERANNUATION

- 5.4.1 The parties agree that the Host Plus Superannuation Fund will be the default superannuation fund for Employees for Employer superannuation contributions. Employees will have the option of nominating (in writing) an alternative superannuation fund.

5.4.2 The amount of Employer superannuation contribution means:

- 5.4.2.1 Contributions which the Employer must pay to a superannuation fund in respect of the employee in order to avoid the imposition of a superannuation guarantee charge under the Superannuation Guarantee (Administration) Act 1992 (Commonwealth); and
- 5.4.2.2 Any additional superannuation contributions that the Employer agrees to pay in respect of an employee.

5.5 SALARY SACRIFICE

- 5.5.1 Employees may use salary sacrificing to make additional contributions to their superannuation fund, salary sacrificing is not available for other purposes.
- 5.5.2 Application to salary sacrifice must be made on the salary sacrifice agreement form provided by FRWA.

5.6 INCOME PROTECTION

The Authority will subscribe to the Local Government Income Protection Fund for all Employees covered by this Agreement.

Benefits provided under the local Government Income Protection Fund will be subject to the Fund terms and conditions.

The Authority will provide Journey Insurance through Local Government Risk Services for all Employees covered by this Agreement.

Employees when accessing income protection shall be considered to be on leave without pay. Annual and personal leave entitlements will not accrue while absent. The period of time absent on income protection will not break service, but shall not count towards service.

5.7 OVERPAYMENT

In the event that the Employer overpays an Employee, or upon termination of employment there is an overpayment of wages, the overpayment is a debt owing to the Employer. By agreement, the Employee may repay the amount owing to the Employer, including by means of a written agreement to deduct from the employee's wages. If agreement is not reached on repayment, the Employer may initiate proceedings to recover the amount by lawful means.

5.8 UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT (PPE)

- 5.8.1. Employees are required to wear a uniform in accordance with Employer policy, as amended from time to time.
- 5.8.2. The Employer will supply PPE, including clothing and footwear, in line with the requirements of the employee's role. It is the responsibility of Employees to maintain these to a reasonable standard.
- 5.8.3. The Employer will replace at no cost to an Employee any personal protective equipment or uniform that is damaged through fair wear and tear.
- 5.8.4. Uniforms displaying the Employer name and/or logo are to be returned to the Employer by the Employee on termination of employment.

PART 6: LEAVE**6.1 ANNUAL LEAVE****6.1.1 Application**

Annual leave applies to all Employees other than casual Employees.

6.1.2 Entitlement to Annual Leave

6.1.2.1 For each year of service an Employee is entitled to four (4) weeks of paid annual leave.

6.1.2.2 An Employee's entitlement to paid annual leave accrues progressively according to the Employee's ordinary hours of work, and it accumulates from year to year.

6.1.3 Taking Paid Annual Leave

6.1.3.1 Paid annual leave may be taken for a period agreed between an Employee and the Employer. The Employer will not unreasonably refuse to agree to a request by an Employee to take paid annual leave.

6.1.3.2 The Employer may close down all or part of its operation. Where this occurs an Employee may be required to take their accrued annual leave for the period of the close down. Where an Employee affected by the close down has insufficient accrued annual leave, the Employee may, subject to agreement with the Employer:

(i) take annual leave in advance; or

(ii) take leave without pay, or

(iii) take such other form of leave or paid time off that may be available to the Employee.

6.1.4 Employee not taken to be on Paid Annual Leave at Certain Times

If the period during which an Employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid annual leave on that public holiday. That day is taken to be a paid public holiday, provided that the Employee would have otherwise worked on that day.

6.1.5 Payment for Annual Leave

6.1.5.1 If an Employee takes a period of paid annual leave, the Employer shall pay the Employee at the Employee's Ordinary Rate of Pay (including any penalties applicable) for what would have been the Employee's ordinary hours of work in the leave period.

6.1.5.2 Annual leave loading has been annualised into the wage rates provided for under this Agreement and is not separately payable when leave is taken.

6.1.5.3 If, when the employment of an Employee ends, the Employee has a period of untaken paid annual leave, the Employer will pay the Employee any accrued annual leave hours at the Employee's Ordinary Rate of Pay at the time of termination of employment.

6.2 PERSONAL LEAVE**6.2.1 Application**

Personal leave applies to all Employees other than casual Employees.

6.2.2 Entitlement to Personal Leave

- 6.2.2.1 Employees accrue 1/26th of their ordinary hours of work each pay period as a personal leave entitlement.
- 6.2.2.2 An Employee's entitlement to paid personal leave accrues progressively according to the Employee's ordinary hours of work, and it accumulates from year to year.

6.2.3 Taking Paid Personal Leave

- 6.2.3.1 Paid personal leave may be taken for a period agreed between an Employee and the Employer. The Employer will not unreasonably refuse to agree to a request by an Employee to take paid personal leave.
- 6.2.3.2 Personal leave may be taken for any genuine purpose relating to the Employee's sickness, ill-health and its prevention, domestic caring responsibilities, the serious illness or death of an Immediate Family member or for any other reason of a genuine personal nature. The intention of this leave is to allow for leave when personal circumstances arise that are of an urgent nature.
- 6.2.3.3 Leave for the purpose of this clause operates entirely on the basis of trust and the Employee's genuine assessment of the need to take that leave.
- 6.2.3.4 Subject to sub-clause 6.2.3.5, such leave is not restricted in terms of the number of consecutive days that can be taken, within the accrued entitlements held by the Employee at any given time, and subject to clause 6.2.3.5 automatically authorised by the Authority.
- 6.2.3.5 The Authority reserves the right to request an employee who is absent on a period of personal leave for 3 consecutive days or more, to provide a medical certificate or other appropriate documentation as evidence indicating the date on which the employee is able to resume duty.
- 6.2.3.6 To access personal leave, an Employee must make a genuine endeavour to advise their Supervisor of the reasons and need to take personal leave prior to the commencement of this leave. If this is not possible the Employee must make every reasonable endeavour to notify their Supervisor as soon as practicable in the given circumstances.

6.2.4 Personal Leave Documentation Requirements

An Employee's access to paid personal leave may be withheld in the following circumstances:

- (i) where the Employee on more than two (2) occasions fails to notify the Authority without a valid reason, of their need to take leave in accordance with Clause 6.2.3 above; or
- (ii) where an Employee has been counselled about their behaviour and continues to engage in inappropriate behaviour; or
- (iii) for any valid and good reason that the Authority may have. (e.g. patterns of absences from work, regular and / or same days off).

In these instances, the issues will be discussed with the employee before a final decision is made. At this point no medical certificate or other form of evidence will be required retrospectively, but may be requested in advance for future absences.

In the absence of appropriate documentation being provided, personal leave may not be paid and the absence from work will be seen as unauthorised.

Where evidence for an absence is required, the employee may provide either a medical certificate (including, as best as possible, the date on which an employee is fit to resume duty), a statutory

declaration or another form of advice that can reasonably substantiate the reason for the absence to the Authority's satisfaction.

6.2.5 Payment for Personal Leave

6.2.5.1 If an Employee takes a period of paid personal leave, the Employer shall pay the Employee at the Employee's Ordinary Rate of Pay (excluding any penalties and allowances) for what would have been the Employee's ordinary hours of work in the leave period.

6.2.5.2 Untaken personal leave is not payable on termination of employment.

6.3 LONG SERVICE LEAVE

Employees are entitled to long service leave in accordance with the *Long Service Leave Act 1987 (SA)*.

6.4 EMERGENCY SERVICE LEAVE

The Authority is committed to supporting staff who are voluntary members of emergency service organisations within the district.

An Employee who is a member of the Country Fire Service, the State Emergency Service or SA Ambulance Service may be granted special leave of absence to attend for duty as a voluntary member in the event of fire or other emergency, or for mandatory training required to fulfil their voluntary role.

An employee shall be entitled to leave at their Ordinary Rate of Pay (including any penalties applicable) for a period of up to two (2) ordinary days of work each year for absences to attend for duty as a voluntary member of an emergency service organisation.

In addition, at the discretion of the Executive Officer, leave may be granted on an unpaid basis, or the employee may apply to use accrued annual or long service leave entitlements.

The Employer may request evidence of attendance for duty with the emergency service organisation to support the taking and payment of Emergency Service Leave.

PART 7: NOTICE OF TERMINATION AND REDUNDANCY PAY

7.1 PERFORMANCE MANAGEMENT

The procedures for investigating and dealing with alleged under performance will be in accordance with Authority policy and will be applied in an even handed, fair and transparent way, and in line with procedural fairness principles and the standards set out in the Fair Work Act. The process will give Employees every opportunity to respond to allegations against them, and to understand and meet the required standards of job performance and personal behaviour.

The Authority has a performance improvement process to aid Employees who are not meeting the performance requirements of their role.

At all stages of the performance improvement process the employee will be entitled to be represented by a Union delegate, official or other representative.

7.2 TERMINATION OF EMPLOYMENT

7.2.1 Termination without Notice

The Employer may terminate an Employee's employment if the Employee engages in serious and wilful misconduct justifying summary dismissal.

In such circumstances notice of termination is not required.

7.2.2 Termination with Notice

The Employer may terminate an Employee's employment with notice:

- (i) for any lawful reason based on the conduct, capacity or performance of the Employee;
- (ii) at any time during the probationary period;

7.3 NOTICE OF TERMINATION

7.3.1 Notice of Termination by the Employer

7.3.1.1 Subject to clause 7.3.3, the Employer shall not terminate an Employee's employment unless the Employer has given the Employee written notice of the day of the termination (which cannot be before the day the notice is given).

7.3.1.2 The Employer shall not terminate the Employee's employment unless:

- (iii) the time between giving the notice and the day of the termination is at least the period (the minimum period of notice) as provided in this clause; or
- (iv) the Employer has paid the Employee payment in lieu of notice of at least the amount the Employer would have been liable to pay the Employee at the full rate of pay for the hours the Employee would have worked had the employment continued until the end of the minimum period of notice. This rate of pay includes any amount that would have been paid to the Employee in respect to the ordinary hours that the Employee would have worked.

7.3.2 Notice of Termination by Employees

The notice of termination required to be given by an Employee is two (2) weeks.

7.3.3 Exclusions from obligation to provide notice of termination

The entitlement to notice of termination does not apply to the following Employees:

- (i) a fixed term Employee as defined in clause 3.2 of this Agreement (but only in the event that the Employee's fixed-term contract has reached its nominated expiry date);
- (ii) a casual Employee;
- (iii) an Employee who is dismissed for serious and wilful misconduct justifying summary dismissal.

7.4 REDUNDANCY AND EMPLOYMENT SECURITY

7.4.1 Employment History

The Authority requires the capacity to meet changing operational needs through flexible deployment of its human resources.

The Authority is committed to ensuring security of employment and there shall be no forced redundancies of permanent Employees during the life of this Agreement.

Where organisational change results in positions being no longer required this will be dealt with via natural attrition or in one of the following ways:

- Redeployment to a position of the same classification level
- Redeployment to a position of a lower classification level with maintenance of income
- Voluntary separation package

7.4.2 Redeployment

The goal of redeployment is not to place the employee in any job, but to place them in an appropriate job which is consistent with the employee's skills and abilities.

An offer of redeployment as per clause 7.4.1, must be accepted within six (6) months from the date offered.

The Authority will provide any necessary training or re-training to enable a redeployed employee to take up an available permanent position in the organisation.

The training program shall be agreed between the employee and the relevant Supervisor prior to acceptance of the job offer.

7.4.3 Voluntary Separation Package

In the event of there being no position available, or the permanent employee does not accept the offer of a new position at the end of six (6) months then a minimum voluntary separation package will be negotiated on the following basis:

- (i) Four weeks' notice or payment in lieu of such period of notice. In the event that the employee is over 45 years of age, then one additional week's notice will be provided.
- (ii) A redundancy payment at the rate of three weeks wages including penalties per year of completed continual service with the Authority.

The period of service for an employee seconded from a Council on 1 December 2010 will include eligible service with such Council. In the event of redundancy of such an employee, the Authority will investigate the potential of redeployment to a position with that employee's previous Council employer.

The terms of any Voluntary Separation Agreement will include:

- (i) The employee resigning from all positions in which they are employed by the Authority.
- (ii) The employee having notified the Executive Officer of each and every injury or disability which they could reasonably be aware of and believes were, or could have been sustained by them during the period of employment with the Authority.
- (iii) The employee not suffering any work-related injury between the date of the offer of the separation package and the time at which the employee commences their journey home on the final day of employment.
- (iv) The employee not having any outstanding claim for income maintenance pursuant to the Workers Rehabilitation and Compensation Act.
- (v) The employee understands that they will not be eligible for re-employment with the Authority for a period of at least three years from the date of resignation.

7.5 RETURN OF PROPERTY

7.5.1 Upon termination of employment for any reason, an Employee must immediately return all property belonging to the Employer.

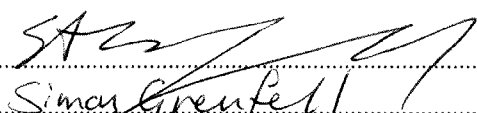
7.5.2 For the purpose of this clause 'Property' includes anything:

- (i) that the Employer notifies as property;
- (ii) that an Employee is directed to return at the end of their employment;
- (iii) that an Employee should be reasonably aware is property.

For example, 'Property' includes, but is not limited to, keys, uniforms displaying the Employer name or logo, mobile phones, computers and other equipment.

SIGNED FOR AND ON BEHALF of

Fleurieu Regional Waste Authority

Signature: Full Name: Simon GrenfellPosition: Executive OfficerAddress: 1226 Port Elliot Road
Goolwa SA 5214


Basis of

authority

to sign: Executive OfficerDated: 30/6/2022

in the presence of:

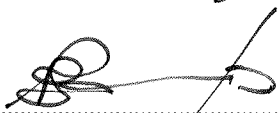
Witness

Signature: Name: SARAH CROSSAddress: 23 YANDRA TERRACE
HAYBOROUGH SA 5211Dated: 30/6/2022

SIGNED FOR AND ON BEHALF of

~~the Employees~~

AMALGAMATED AWU(SA) STATE UNION

Signature: Full Name: PETER LAMPOSPosition: STATE UNION SECRETARYAddress: 22-24 MAIN ST
MAWSON LAKES 5095

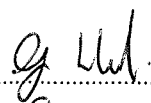
Basis of

authority

to sign: STATE UNION SECRETARYDated: 1/7/2022

in the presence of:

Witness

Signature: Name: Gary HendersonAddress: 22-24 Main ST
Mawson Lakes S.A.Dated: 1/7/2022

SCHEDULE 1 - AWARD ALLOWANCES ABSORBED INTO RATES OF PAY

The following allowances provided for under clause 5.3.1 and 5.3.2 of the Award are included in the rates of pay negotiated through this Agreement and are not separately payable:

- Disability allowances;
- Handling money on behalf of Employer;
- Removal of dead animals;
- Confined spaces;
- Toxic substances;
- Driving and Towing Allowance.

SCHEDULE 2 - CALL OUT AND ON CALL ALLOWANCE

DEFINITION

For the purpose of this clause, 'called out' means an employee required to attend work to perform duties on a day on which they are not rostered to work, and does not include additional shifts to cover unplanned absence that are offered by FRWA and accepted voluntarily by the employee.

Call Out

(i) Monday to Friday

An employee called out to work on a day other than one on which they are rostered to work, will be paid for a minimum of three (3) hours calculated at one and a half times the Ordinary Rate of Pay for each time so called out. Provided that the employee, if required to work for two (2) hours or more, will be paid for a minimum of four (4) hours calculated at one and a half times the Ordinary Rate of Pay for the first three (3) hours and at double the Ordinary Rate of Pay thereafter.

(ii) Saturdays

An employee called out to work on a Saturday, will be paid for a minimum of three (3) hours calculated at one and a half times the Ordinary Rate of Pay for each time so called out. Provided that the employee, if required to work for two (2) hours or more, will be paid for a minimum of four (4) hours calculated at one and a half times the Ordinary Rate of Pay for the first three (3) hours and at double the Ordinary Rate of Pay thereafter.

(iii) Sundays

An employee called out to work on a Sunday, will be paid for a minimum of three (3) hours calculated at double the Ordinary Rate of Pay for each time so called out. Provided that the employee, if required to work for two (2) hours or more, will be paid for a minimum of four (4) hours calculated at double the Ordinary Rate of Pay.

Overlapping Call Outs

Each call out stands alone provided however that where an employee is notified of a subsequent call out prior to returning to their place of residence (after performing the first call out), the total time taken will be treated as a single call out.

On Call Allowance

This clause applies to any employee instructed to be available for recall to work outside of their normal working hours.

For the purposes of this clause availability means a situation where the Employer specifically directs an employee, via the fortnightly roster, to hold themselves on immediate standby to attend work during prescribed times outside their normal working hours, and provided that the employee is available to do so.

An employee instructed to be available for duty shall receive, in addition to any amounts otherwise payable, an on call allowance of \$24.50 per day. The on call allowance will be increased in accordance with the percentages outlined in clause 5.2 Wage Increases.

The provisions of this clause shall apply other than where alternative arrangements are mutually agreed by the Employer and the employee and recorded in writing.

SCHEDULE 3 - ORDINARY RATES OF PAY EFFECTIVE FROM 1 JANUARY 2021

		Jan 2021 - 1.5%		Jan 2022 - 2.5%		Jan 2023 - 2.5%	
Site Operator	Grade 1	\$ 55,106.99	\$ 27.89	\$ 56,484.66	\$ 28.59	\$ 57,896.78	\$ 29.30
Site Operator	Grade 2.1	\$ 58,119.94	\$ 29.41	\$ 59,572.93	\$ 30.15	\$ 61,062.26	\$ 30.90
	Grade 2.2	\$ 58,691.41	\$ 29.70	\$ 60,158.70	\$ 30.44	\$ 61,662.67	\$ 31.21
	Grade 2.3	\$ 59,275.85	\$ 30.00	\$ 60,757.75	\$ 30.75	\$ 62,276.69	\$ 31.52
Site Operator <u>or</u> Entry Level Driver	Grade 3.1	\$ 60,873.61	\$ 30.81	\$ 62,395.45	\$ 31.58	\$ 63,955.34	\$ 32.37
	Grade 3.2	\$ 61,472.17	\$ 31.11	\$ 63,008.97	\$ 31.89	\$ 64,584.20	\$ 32.68
	Grade 3.3	\$ 62,084.29	\$ 31.42	\$ 63,636.40	\$ 32.20	\$ 65,227.31	\$ 33.01
Site Operator - Team Leader <u>or</u> Kerbside Collection Driver <u>or</u> In House Transport Driver	Grade 4.1	\$ 64,178.24	\$ 32.48	\$ 65,782.69	\$ 33.29	\$ 67,427.26	\$ 34.12
	Grade 4.2	\$ 64,819.93	\$ 32.80	\$ 66,440.43	\$ 33.62	\$ 68,101.44	\$ 34.46
	Grade 4.3	\$ 65,463.79	\$ 33.13	\$ 67,100.38	\$ 33.96	\$ 68,777.89	\$ 34.81
Leading Hand	Grade 5.1	\$ 67,429.93	\$ 34.12	\$ 69,115.68	\$ 34.98	\$ 70,843.57	\$ 35.85
	Grade 5.2	\$ 68,106.19	\$ 34.47	\$ 69,808.85	\$ 35.33	\$ 71,554.07	\$ 36.21
	Grade 5.3	\$ 68,783.54	\$ 34.81	\$ 70,503.13	\$ 35.68	\$ 72,265.71	\$ 36.57
Site Supervisor	Grade 6.1	\$ 71,025.15	\$ 35.94	\$ 72,800.78	\$ 36.84	\$ 74,620.80	\$ 37.76
	Grade 6.2	\$ 71,731.67	\$ 36.30	\$ 73,524.96	\$ 37.21	\$ 75,363.08	\$ 38.14
	Grade 6.3	\$ 72,448.98	\$ 36.66	\$ 74,260.21	\$ 37.58	\$ 76,116.71	\$ 38.52
Workshop Mechanic	Grade 7	\$ 72,578.62	\$ 36.73	\$ 74,393.09	\$ 37.65	\$ 76,252.91	\$ 38.59

* Wage increases for January 2023 and January 2024 are at the rate of 2.50% or CPI for Adelaide for the preceding September quarter

SCHEDULE 3A - CLASSIFICATION DEFINITIONS

Classification	Grade	Requirements/Expectations of the role		
		Supervision	General Characteristics	Training/Qualifications
Site Operator	Grade 1	Supervision of others at this level is not required.	<ul style="list-style-type: none"> • Labouring duties • Litter control • Cleaning duties • Traffic control • Landscape maintenance • Sort and manage incoming waste • Predominately manual tasks • Works under direction • Developing as team member • Developing customer service skills • WHS awareness 	Training and Competencies: <ul style="list-style-type: none"> • WHS • Safe practices • Manual Handling • Specific work operations
Site Operator	Grade 2	<ul style="list-style-type: none"> • Supervision at this level unlikely • Employees may provide oversight and/or guidance to lesser experienced or skilled workers 	<ul style="list-style-type: none"> • All lower Grade characteristics skill and workmanship • Waste treatment and/or handling and/or disposal facility machine operator • Static equipment/machinery operation • Operation of plant and equipment up to and including large loaders (including attachments) • Capable of effectively working alone with minimal direction • Sound customer service skills • Understands organization culture 	Training and Competencies: <ul style="list-style-type: none"> • WHS • Safe practices • Manual Handling • Specific work operations • Undertakes cash handling and customer service effectively • Front end loader ticket • Excavator ticket
Site Operator	Grade 3	<ul style="list-style-type: none"> • Employees may provide oversight and/or guidance to lesser experienced or skilled workers for a short period of time • Employees may be directly responsible for the entire operations of a site for a short period of time or be responsible for part of the operations of the site. 	<ul style="list-style-type: none"> • All lower Grade characteristics skill and workmanship • May provide advice and support to supervisors /coordinators • Train and oversee apprentices and trainees • Provide assistance to lower grade Employees • High value team member • Reliable to set priorities and effectively carry out own work program • High level customer service • Promotes FRWA image 	Training and Competencies: <ul style="list-style-type: none"> • WHS • Safe practices • Manual Handling • Specific work operations • All lower grade training & competencies

Classification	Grade	Requirements/Expectations of the role		
		Supervision	General Characteristics	Training/Qualifications
Entry Level Driver (Kerbside or In House Transport (IHT))	Grade 3	<ul style="list-style-type: none"> • Employees may provide oversight and/or guidance to lesser experienced or skilled workers 	<ul style="list-style-type: none"> • Operation and Maintenance of RACV • Operation and maintenance of In house Transport Semi-trailer. • Knowledge and capabilities associated with kerbside collection requirements • Knowledge and capabilities associated with transport of waste materials via semi-trailer, walking floor and hook lift trailer. • Loading of material with large loader • Safe and efficient operational techniques for the collection and disposal of waste, recycling and green organics. • Operating as a team member • Communicating effectively and professionally with colleagues, stakeholders and the wider community. • Reliable to set priorities and effectively carry out work program as directed 	Training and Competencies: <ul style="list-style-type: none"> • WHS • Safe practices • Manual Handling • Specific work operations • HR Licence (kerbside) • HC Licence (IHT) • Loader ticket (IHT)
Site Operator – team leader	Grade 4	<ul style="list-style-type: none"> • Employees may be directly responsible for the entire operations of a site • Employees may be directly responsible for the supervision and direction of other workers. • Employees provide oversight and/or guidance to lesser experienced or skilled workers 	<ul style="list-style-type: none"> • All lower Grade Site Operator characteristics skill and workmanship • High level of skills and performance using heavy plant and equipment 	Training and Competencies: <ul style="list-style-type: none"> • WHS • Safe practices • Manual Handling • Specific work operations • All lower grade Site Operator training & competencies • Basic first line management
Kerbside Collection Driver In House Transport Driver	Grade 4	<ul style="list-style-type: none"> • Employees may provide oversight and/or guidance to lesser experienced or skilled workers • Employees may be directly responsible for the supervision and direction of other workers. 	<ul style="list-style-type: none"> • All lower Grade Kerbside or IHT driver characteristics and skill level • Minimum of 1,976 hours of experience in residential kerbside collection or waste transport operations • Provide training and assistance to lower grade Employees • Demonstrated ability to exercise initiative and judgement and work with limited supervision to carry out residential kerbside collection or waste transport operations efficiently and safely 	Training and Competencies: <ul style="list-style-type: none"> • WHS • Safe practices • Manual Handling • Specific work operations • All lower grade Kerbside or IHT driver training & competencies • High level of competency in RACV operation, completing residential kerbside collections to a high standard, safely and efficiently, minimizing

Classification	Grade	Requirements/Expectations of the role		
		Supervision	General Characteristics	Training/Qualifications
				<p>missed bins, damaged bins and incidents</p> <ul style="list-style-type: none"> • High level of competency in waste transport operations, completing waste loading and transport movements to a high standard, safely and efficiently, minimizing incidents
Leading Hand	Grade 5	<ul style="list-style-type: none"> • Substantial supervisory responsibilities • May involve multi-operational requirements • May involve project based operations • May involve the supervision of contract work • The number of supervised Employees is unlikely to exceed 12 • Employees who can supervise and report works activity, and are engaged in training to improve team leading skills 	<ul style="list-style-type: none"> • All lower Grade characteristics relevant to work area • Discretionary Grade having regard to organizational requirements and personal employee characteristics • Provide assistance to senior officers in planning and strategic matters • May produce reports and recommendations as an adjunct to functional role • Capable of participating with management and make effective contribution • Project supervision and special tasks involving initiative/complexity 	<p>Training and Competencies:</p> <ul style="list-style-type: none"> • WHS • Safe practices • Manual Handling • Specific work operations • All lower grade training & competencies relevant to work area • Supervisory or management training • Supervisors Certification or similar parallel industry equivalent
Site Supervisor	Grade 6	<ul style="list-style-type: none"> • All lower Grade features • High level supervisory and leadership skills • Manage all site activities and supervise staff and contractors 	<ul style="list-style-type: none"> • All lower Grade characteristics • Discretionary Grade having regard to organizational requirements and personal employee characteristics • All types of site Work; dealing with staff, contractors & suppliers 	<p>Training and Competencies:</p> <ul style="list-style-type: none"> • WHS • Safe practices • Manual Handling • Specific work operations • All lower grade training & competencies • Advanced specialist training • Plant & Vehicle Management base certification
Workshop Mechanic	Grade 7	<ul style="list-style-type: none"> • All lower Grade features • High level supervisory and leadership skills • Coordinate all workshop activities and supervise mechanics and contractors providing services to workshop related activities 	<ul style="list-style-type: none"> • Discretionary Grade having regard to organizational requirements and personal employee characteristics • All types of workshop work; dealing with staff, contractors & suppliers • High level of skills and performance in relation to heavy plant and equipment 	<p>Training and Competencies:</p> <ul style="list-style-type: none"> • WHS • Safe practices • Manual Handling • Specific work operations • Basic first line management • Full qualification as a Diesel mechanic • HR or HC Licence • Advanced /Specialist training • Regular updates to skills

